

A.G. CONTRACT NO. KR-87-2099-TRD
ECS FILE IGA-87-36
PROJECT: M-951-5-402PE, -502C

SECTION: U.S. 89A at Milton Road

AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE ESTATE OF BEULAH JOHNSON

THIS AGREEMENT entered into this 24th day of December, 1987, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State," and the ESTATE OF BEULAH JOHNSON, hereinafter called "Johnsons."

WHEREAS, State is empowered by Sections 28-108 and 28-1865 Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement, and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, Johnsons desire to enter into this agreement and, by a Letter of Testamentary and Acceptance of the Superior Court, a copy of which is attached hereto and made a part hereof, are authorized to enter into this agreement with the undersigned authorized to execute same on behalf of Johnsons; and

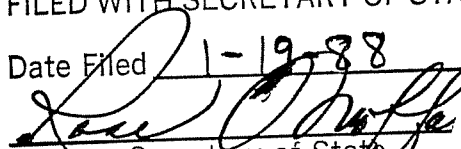
WHEREAS, State seeks to improve the safety of the public traveling the state roadway system and desires to improve the I-17 ramp configuration at its intersection with I-40; and

WHEREAS, Johnsons desire to provide access to the proposed development of property of the Beulah Johnson Estate off a realigned U.S. 89A from its intersection with I-40 to a realigned intersection with Milton Road; and

WHEREAS, State agrees to construct improvements to U.S. 89A from Shamrell Drive (at the Airport Traffic Interchange on I-17) to its intersection with I-40, to construct a realigned section of U.S. 89A from its intersection with I-40 to a relocated intersection with Milton Road, to construct new ramps at the intersection of I-40 and I-17, and to construct sewer and water improvements to facilitate the orderly development of the roadway improvements; and

WHEREAS, State and other interested parties agree to bear the cost of construction for all project improvements; and

WHEREAS, Johnsons will bear no responsibility for monetary contribution to the project construction costs.

NO. <u>12680</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>1-19-88</u>
 Secretary of State

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Be responsible for preparation of plans for all project improvements.
2. Acquire all rights-of-way for the project.
3. Contract for construction of all improvements, supervise construction, make all payments to the contractor, and approve and accept the new facilities.
4. Accept from Johnsons a Right of Entry covering the new right-of-way on the property of the Beulah Johnson Estate required for construction of roadway improvements on the realigned section of U.S. 89A at no cost of construction to Johnsons and no cost for the Right of Entry to State.
5. Appraise the new right-of-way to be acquired from Johnsons and the excess right-of-way to be exchanged based on current market value as established by the appraisal process. The valuation date shall be at the time the excess right-of-way is determined by State upon completion of construction.
6. Upon completion of construction, exchange fee title by deed with Johnsons the excess right-of-way no longer needed by State for roadway purposes for the new right-of-way required for construction at no cost to State.

JOHNSONS SHALL:

1. Grant to State a Right of Entry covering the new right-of-way on the property of the Beulah Johnson Estate required for construction of roadway improvements on the realigned section of U.S. 89A at no cost for construction by Johnsons and no cost for the Right of Entry by State.
2. Upon completion of construction, exchange fee title by deed with State, the new right-of-way required for construction of said improvements on the property of the Beulah Johnson Estate for the excess right-of-way no longer needed by State for roadway purposes.
3. In the event that the excess rights-of-way no longer needed by State for roadway purposes does not equate or exceed in value the rights-of-way exchanged by Johnsons, donate the area not offset to State at no added charge to State.

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

Advertisement for construction of said improvements shall occur on or before July 1, 1988.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of the Letter of Testamentary and Acceptance from the Superior Court, State of Arizona, County of Maricopa authorizing entry into this agreement, and a copy of the Attorney General's Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

ESTATE OF BEULAH JOHNSON

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

BY: Murray A. Johnson
Murray A. Johnson
Personal Representative
of the Estate of
Beulah B. Johnson, deceased

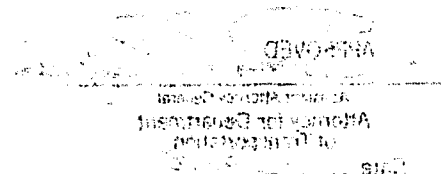
BY: W. O. Ford
W. O. Ford
State Engineer

SUBSCRIBED AND SWORN to before me
this 5th day of December,
1987, by Murray A. Johnson.

Charlene J. Roche
Notary Public

My Commission Expires:

My Commission Expires Feb. 24, 1989



PROJECT: M-951-5-402PE, -502C

SECTION: U.S. 89A at Milton Road

RESOLUTION

BE IT RESOLVED on this 25th day of September, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Agreement with the Beulah Johnson Estate for construction of a realigned section of U.S. 89A from its intersection with I-40 to a relocated intersection with Milton Road.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Charles Miller, Director
Arizona Department of Transportation

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

In the Matter of the Estate of)
BEULAH B. JOHNSON,)
Deceased.)

NO P140092

LETTERS TESTAMENTARY
AND ACCEPTANCE

ISSUANCE OF LETTERS:

MURRAY A. JOHNSON is hereby appointed as
Personal Representative of this estate, without restriction.

WITNESS: MAR 5 1984 VIVIAN KRINGLE, Clerk

by S. OLESKI
Deputy Clerk

ACCEPTANCE:

I accept the duties of Personal Representative of this
estate and do solemnly swear that I will perform, according to
law, the duties of Personal Representative.

Murray A. Johnson
Murray A. Johnson

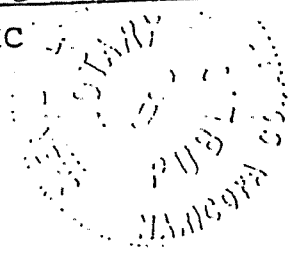
SUBSCRIBED AND SWORN to before me this 1st day of

March, 1984, by MURRAY A. JOHNSON

Charles F. Coleman
NOTARY PUBLIC

My Commission Expires:

Sept 13, 1986



FILED
1984 MAR -5 AM 10:32
S. OLESKI
DEP.

When Filed with the Secretary
of State Return to:
OLSEN-SMITH, LTD.
3300 Liberty Bank Plaza
301 East Virginia Avenue
Phoenix, Arizona 85004

ASSIGNMENT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS

THAT the Agreement between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as "State") and THE ESTATE OF BEULAH B. JOHNSON, (hereinafter referred to as "Johnson") dated December 24, 1987 and filed with the Secretary of State on January 18, 1988 at number 12680, is hereby transferred, assigned and set over by Johnson unto JAMISON-HENDERSON CONSTRUCTION, INC., an Arizona corporation, (hereinafter referred to as "Assignee"), including all of the right, title and interest of Johnson in and to the above-mentioned Agreement.

DATED this 28 day of July, 1988.

ESTATE OF BEULAH B. JOHNSON

By: Murray L. Johnson
Its PERSONAL REPRESENTATIVE

ASSUMPTION OF AGREEMENT

JAMISON-HENDERSON CONSTRUCTION, INC., an Arizona corporation, being the Assignee of the Agreement mentioned above, does hereby accept the foregoing assignment and agrees to be bound by all of the terms of said Agreement and agrees to perform each and all of the obligations contained in said Agreement.

DATED this 28 day of July, 1988.

JAMISON-HENDERSON CONSTRUCTION,
INC., an Arizona corporation

By: Joe Jamison
President

12680

9-14-88

A. F. P. [Signature]

CONSENT TO ASSIGNMENT OF AGREEMENT

THE STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, in the Agreement described above, does hereby consent to the foregoing Assignment of Agreement, it being specifically understood and agreed that this consent does not release the parties from any liability or obligation under said Agreement nor shall this consent be construed to allow the Assignee to further assign said Agreement and no further or other assignments shall be made without the prior written consent of the parties.

DATED this 9 day of September, 1988.

STATE OF ARIZONA acting by and
through its DEPARTMENT OF
TRANSPORTATION

By:

Gary K. Robinson
Its Chief Deputy State Engineer